

ORIGINAL

A. G. Contract No. KR97 2718TRN
ADOT ECS File No.: JPA 97-210
Project: HX057 01C
Section: SR-89A @ Forest Road Uptown

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT is entered into 17 February, 1998, ⁹⁹
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its
MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and maintenance of a new traffic signal and a new pedestrian signal with an interconnect warranted on SR-89A at the intersection of Forest Road (Uptown Sedona) in the City, at an estimated cost of \$380,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22991
Filed with the Secretary of State
Date Filed: 02/17/99

Betsy Bayless
Secretary of State

B. Dick V. Grannewald

II. SCOPE

1. The City will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Be responsible for design and construction of any Project related geometric intersection improvements and for all costs related to or associated with same. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the State on any contract modifications and be responsible for its proportionate share of same. Be responsible for any contractor claims for extra compensation attributable to the City. Be responsible for the cost of "street furniture" over and above the cost of standard State poles, mastarms, etc.

c. Upon completion, approve and accept the Project on behalf of the parties hereto and provide electrical energy to operate the signal.

d. Invoice the State for its fifty percent share of the cost of the Project, in an amount not to exceed \$190,000.00.

e. Provide maintenance to the finish of street furniture signal poles, mastarms and heads, highway luminaire equipment including fixtures, ballast and lamps, and the exterior of signal control cabinets, and replacement parts for the Opticon systems when necessary.

f. In the event of future pole knockdown, participate in the cost of "street furniture" replacement above and beyond the prevailing costs of State standard poles, mastarms, etc. The City will provide a "street furniture" replacement pole, mastarm and ancillary equipment or accept the installation of a standard State pole, mastarm and ancillary equipment.

2. The State will:

a. Review the design documents and provide comments.

b. Within thirty (30) days after receipt and approval of an invoice, reimburse the City for fifty percent of the cost of the Project in an amount not to exceed \$190,000.00.

c. Be responsible for any contractor claims for extra compensation attributable to the State.

d. In the event of future pole knockdown, the State will replace the pole, mastarm, etc. with City supplied "street furniture", or the State will erect a standard pole, mastarm and ancillary equipment. Upon completion and acceptance by the City, provide traffic signal maintenance to any equipment not specifically assigned to the City.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Sedona
City Manager
Box 30002
Sedona, AZ 86339

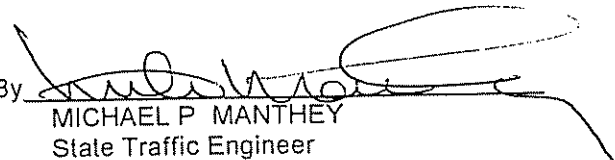
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

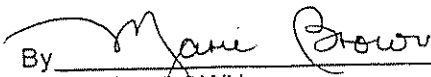
CITY OF SEDONA

STATE OF ARIZONA
Department of Transportation

By 
ALAN EVERETT
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

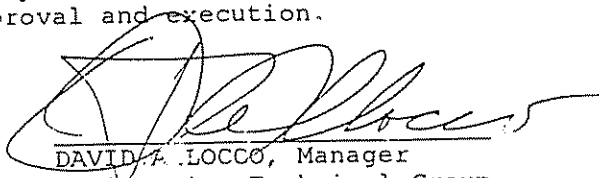
ATTEST

By 
MARIE BROWN
City Clerk

RESOLUTION

BE IT RESOLVED on this 20th day of November 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with with the City of Sedona for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal on US-89A at Forest Road (Uptown Sedona).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read "David A. Locco", is written over a horizontal line.

DAVID A. LOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 26 day of January, 1998.

Michael G. Miller

City Attorney

RESOLUTION NO. 99 - 07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ENTITLED "INTERGOVERNMENTAL AGREEMENT LANDSCAPE MAINTENANCE BETWEEN THE STATE OF ARIZONA AND THE CITY OF SEDONA", AND REGARDING CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF FOREST ROAD AND SR-89A; AND PROVIDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS:

It is to the mutual advantage of the State and the City to construct a traffic signal and pedestrian signal on State Route 89A at the intersection of Forest Road (Uptown Sedona), and the proposed intergovernmental agreement will serve to effectuate this result.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

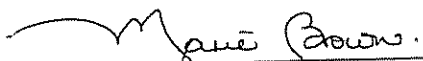
The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Arizona Department of Transportation entitled: "Intergovernmental Agreement Between the State of Arizona and the City of Sedona," which concerns the aforesaid improvements

The Mayor is authorized to execute said agreement on behalf of the City of Sedona, Arizona.

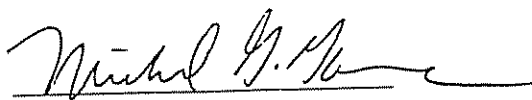
PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this
26 day of January, 1999.


Alan Everett, Mayor

ATTEST:


Marie Brown, City Clerk

APPROVED AS TO FORM:


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

JANET NAPOLITANO
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2718TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE February 11, 1999.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/18950

Enc.